

A. G. Contract No. KR93 2936TRN
JPA No. 93-187
ECS File: JPA 94-87
Project: STP-SNW-0(1)P
Fund: SS337 03D
Section: Snowflake-Taylor Blvd.

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE TOWN OF SNOWFLAKE

THIS AGREEMENT is entered into 18 January, 1994
pursuant to Arizona Revised Statutes, Sections 11-951 through
11-954, as amended, between the STATE OF ARIZONA, acting by and
through its DEPARTMENT OF TRANSPORTATION (the "State") and the
TOWN OF SNOWFLAKE acting by and through its MAYOR and TOWN
COUNCIL (the "Town").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes
Section 28-108 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has delegated
to the undersigned the authority to execute this agreement on
behalf of the State.

2. The Town is empowered by Arizona Revised Statutes
Section 48-572 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has
authorized the undersigned to execute this agreement on behalf
of the Town.

3. Congress has authorized appropriations for, but not
limited to, the design and construction of streets and primary,
feeder and farm-to-market roads; the replacement of bridges;
the elimination of roadside obstacles; and the application of
pavement markings.

4. Such project within the boundary of the Town has been
selected by the Town; the field survey of the project has been
completed; and the plans, estimates and specifications have
been prepared and, as required, submitted to the Federal
Highway Administration ("FHWA") for approval.

NO. <u>18360</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>01/18/94</u>
<u>Richard Mahoney</u> Secretary of State
By <u>Vicky D. Caranewald</u>

5. The only interest of the State in the project is in the acquisition of federal funds for the use and benefit of the Town by reason of federal law and regulations under which funds for the project are authorized to be expended.

6. The work embraced by this agreement and the estimated cost are as follows: HIGHWAY DESIGN.

Estimated Project Cost	\$ 60,893.00
Federal Aid Funds @ 94.3%	\$ 57,342.00
Town Funds @ 5.7%	\$ 3,471.00

THEREFORE, in consideration of the mutual covenants expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The cost of the analysis and design work covered by this agreement is to be borne by FHWA and the Town, each in the proportion prescribed and determined by FHWA.

2. Therefore, the Town agrees to furnish and provide Town funds in an amount equal to the difference between the total cost of the work provided for in this agreement and the amount of federal aid received.

3. The Town will provide the preliminary engineering and planning studies, the environmental analysis, right-of-way plans, plans and specifications and design of the project. The State will provide design review of the project plans, specifications and related documents, and provide comments which shall be incorporated into the design documents.

4. The Town may request the State, as authorized agent for the Town, and all at Town expense, to perform certain work and prepare certain documents required by the Federal Highway Administration to qualify certain highway, bridge and railroad grade crossing projects for and to receive Federal funds. Such work may consist of, but is not specifically limited to, the review and approval of the Town prepared environmental documents, the preparation of the analysis requirements for documentation of environmental categorical exclusion determinations; review of reports, design plans, maps, and specifications; geologic materials testing and analysis; right-of-way related activities (when specifically authorized by, for and on behalf of the Town, and at no cost to the State) and such other related tasks essential to the achievement of the objectives of this agreement.

5. Should some unforeseen conditions or circumstances increase the cost of said work required, by a change in the extent or scope of the work called for in this agreement, the State shall not be obligated to incur any expenditure in the project.

III. MISCELLANEOUS PROVISIONS

1. The State assumes no financial obligation or liability under this agreement. The Town assumes full responsibility for the design, plans and specifications; reports, the engineering in connection therewith, and the construction of the improvements contemplated, cost over-runs and construction claims. It is understood and agreed that the State's participation is confined solely to securing federal aid; that any damages arising from carrying out, in any respect, the terms of this agreement or any modification thereof, shall be solely the liability of the Town and that the Town hereby agrees to save and hold harmless and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all cost and/or damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by any activity, condition, or event arising out of the performance or nonperformance of any provisions of this agreement by the State, any of its departments, agencies, officers and employees, the Town, any of its agents, officers and employees, or any of its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, expenses of litigation or attorneys' fees.

2. This agreement shall remain in force and effect until completion of the work and related deposits or reimbursements.

3. This agreement shall become effective upon filing with the Secretary of State.

4. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

5. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

6. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

7. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

Town of Snowflake
Town Manager
Box AE
Snowflake, AZ 85937


8. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

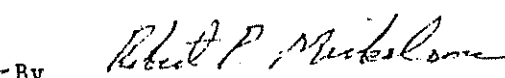
IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

TOWN OF SNOWFLAKE

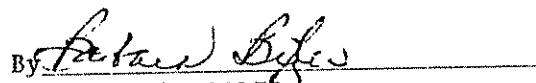
STATE OF ARIZONA

Department of Transportation

By 
Vice Mayor
Charles Dutcher

By 
ROBERT P. MICKELSON
Chief Deputy State Engineer

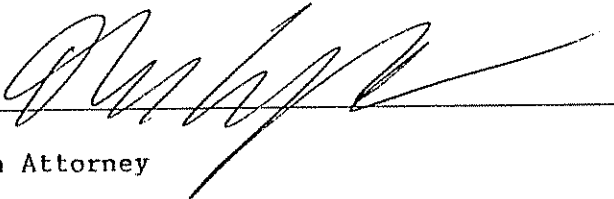
ATTEST

By 
BARBARA BIGLER
Town Clerk

APPROVAL OF THE SNOWFLAKE TOWN ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION and the TOWN OF SNOWFLAKE and declare this agreement to be in proper form and within the powers and authority granted to the Town under the laws of the State of Arizona.

DATED this 21st day of December, 1993.

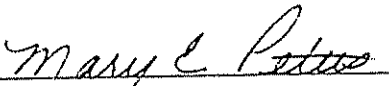


Town Attorney

RESOLUTION

BE IT RESOLVED on this 24th day of November 1993, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with Town of Snowflake for the purpose of defining responsibilities for the design and construction of improvements to Snowflake - Taylor Boulevard.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Chief Deputy State Engineer for approval and execution.


LARRY S. BONINE
Director

RESOLUTION NO. 225

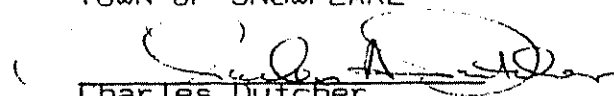
A RESOLUTION OF THE MAYOR AND
TOWN COUNCIL OF THE TOWN OF
SNOWFLAKE, ARIZONA FOR THE
PURPOSE OF DEFINING RESPONSIBILITIES
FOR THE DESIGN AND CONSTRUCTION OF
IMPROVEMENTS TO SNOWFLAKE-TAYLOR
BOULEVARD

WHEREAS, the Town Council of the Town of Snowflake, Arizona enter into an agreement with the Department of Transportation through the Highways Division for the purpose of defining responsibilities for the design and construction of improvements to Snowflake-Taylor Boulevard.

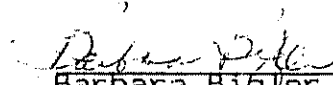
THEREFORE, the Town Council of the Town of Snowflake, Arizona hereby grant authorization to draft an Intergovernmental Agreement with the Arizona Department of Transportation -Highway Division for the design and construction of improvements to Snowflake-Taylor Boulevard.

PASSED by the Town Council of the Town of Snowflake, Navajo County, Arizona on this 20th day of December, 1993.

TOWN OF SNOWFLAKE


Charles Dutcher
Vice-Mayor

ATTEST:


Barbara Bigler
Town Clerk



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

GRANT WOODS
ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

MAIN PHONE : 542-5025
TELECOPIER : 542-4085


INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A. G. Contract No. KR93-2936-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 21st day of January, 1994.

GRANT WOODS
Attorney General


JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:lsr
8365G